

OFFICIAL - SENSITIVE

Company No. 9679225

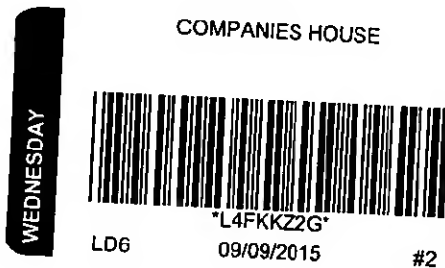
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION


of

REVENUE & CUSTOMS DIGITAL TECHNOLOGY SERVICES LIMITED

(the "Company")



I hereby confirm that these
are the new articles of the
Company proposed to be
adopted on 17/8/15


Chairman

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Company No: 9679225

THE COMPANIES ACT 2006
COMPANY LIMITED BY
GUARANTEE
ARTICLES OF ASSOCIATION
of

REVENUE & CUSTOMS DIGITAL TECHNOLOGY SERVICES LIMITED
(the "Company")

PART 1: PRELIMINARY AND LIMITATION OF LIABILITY

1. EXCLUSION OF MODEL ARTICLES

None of the regulations contained in the Companies (Model Articles) Regulations 2008 apply to the Company and these Articles alone are the articles of association of the Company

2. DEFINED TERMS AND INTERPRETATION

2.1 In these Articles, unless the context requires otherwise

"Act" means the Companies Act 2006,

"Alternate" or "Alternate Director" has the meaning given in Article 22.1,

"Appointor" has the meaning given in Article 22.1,

"Articles" means these articles of association,

"Auditors" means the auditors from time to time of the Company,

"Bankruptcy" means bankruptcy and includes any individual insolvency proceedings in a jurisdiction other than England and Wales, Scotland or Northern Ireland which have the same or a similar effect similar to that of bankruptcy,

"Board" means the board of Directors for the time being,

"Business" means the provision of information technology and security services, to include

a) the development, running and purchase of IT,

b) the monitoring of security, and

the management and co-ordination of such services.

"Business Day" means a day on which banks are open for normal banking business in the City of London (excluding Saturdays and Sundays).

"Business Plan" means any agreed business plan of the Company from time to time.

"Chairman" has the meaning given in Article 13,

"Chairman of the General Meeting" has the meaning given in Article 30 3,

"Commissioner Functions" means the functions of the Commissioners as set out in the Commissioners for Revenue and Customs Act 2005,

"Commissioners" mean the Commissioners for Her Majesty's Revenue & Customs as provided for by section 1 of the Commissioners for Revenue and Customs Act 2005.

"Companies Acts" means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company,

"Connected Person" has the meaning given in section 1122 of the Corporation Tax Act 2010,

"Consent Matters" means the matters referred to in Article 5 3,

"Director" means a director for the time being of the Company, and includes an Alternate Director and any person for the time being occupying the position of Director, by whatever name called,

"Document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"Eligible Director" means, in respect of any matter, any Director who is entitled to vote and count in the quorum at a meeting of Directors on the matter in accordance with the provisions of these Articles or, where the matter is to be decided by written resolution of the Directors, who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting (but excluding in any case any such Director whose vote is not to be counted in respect of the matter),

"Encumbrance" means a mortgage, charge (whether fixed or floating in nature), lien, pledge, deposit by security or other agreement having the effect of providing security to a creditor,

"Founding Director" means a Director employed by HMRC and appointed and designated by the Sole Member as a "Founding Director" pursuant to and in accordance with Article 18 2 of these Articles,

"Further Director" means a Director appointed by the Board of Directors and designated by the Sole Member as a "Further Director" pursuant to and in accordance with Article 18 2 of these Articles. Such reference shall, for the avoidance of doubt, exclude the Founding Directors,

"HMRC" means Her Majesty's Revenue & Customs as defined under section 4 of the Commissioners for Revenue and Customs Act 2005,

"Laws" means any applicable law, statute, subordinate legislation (within the meaning of section 21(1) of the Interpretation Act 1978), bye-law, enforceable right (within the meaning of section 2 of the European Communities Act 1972), regulation, order, mandatory guidance

or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body and "**Law**" shall be construed accordingly,

"Participate", in relation to a Directors' meeting, has the meaning given in Article 11,

"Proxy Notice" has the meaning given in Article 35 1,

"Relevant Agreement" means any agreement entered into between the Company and the Sole Member relating to the business and affairs of the Company as amended or adhered to from time to time,

"Relevant Director" means any Director or former director of the Company, and

"Sole Member" means the sole member of the Company as at the date of adoption of these Articles

2 2 References in these Articles to the Sole Member shall, where the context requires, include a reference to any person for whom the Sole Member holds the membership of the Company as a nominee

2 3 Unless the context otherwise requires, other words or expressions contained in these Articles (not specifically defined in Article 2 1) bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company including the following words which are defined in the following sections of the Act

Word(s)/expression	Section number in Act
body corporate	section 1173
electronic form	section 1168
electronic means	section 1168
hard copy form	section 1168
member	section 112
ordinary resolution	section 282
special resolution	section 283
subsidiary undertaking	section 1162
parent undertaking	section 1162

2 4 References in these Articles to "writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

2 5 Unless the context otherwise requires

2 5 1 words importing the singular include the plural and vice versa

2 5 2 words importing any gender include all other genders and

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- 2 5 3 words importing natural persons include corporations
- 2 6 A reference to an Article by number is to the relevant Article of these Articles
- 2 7 Headings used in these Articles shall not affect their construction or interpretation
- 2 8 References to any statute or section of a statute shall include reference to any statutory amendment, extension, modification or re-enactment of such statute or section of a statute for the time being in force
- 2 9 Any phrase introduced by the words "include", "includes", "including", "in particular", "for example" or other and similar words are to be construed as illustrative only and without limitation to the related general words
- 3. NAME OF THE COMPANY AND LIABILITY OF THE SOLE MEMBER**
- 3 1 The name of the Company is Revenue & Customs Digital Technology Services Limited
- 3 2 The liability of the Sole Member of the Company is limited to £1. being the amount that the Sole Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one (1) year after he ceases to be a member, for
- 3 2 1 payment of the Company's debts and liabilities contracted before he ceases to be a member, and
- 3 2 2 payment of the costs, charges and expenses of winding up

PART 2: DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

4. DIRECTORS' GENERAL AUTHORITY

- 4 1 Subject to these Articles (including, in particular, Articles 5 1, 5 3, 6 1 and 15 7), the Directors are responsible for the management of the Business, for which purpose they may exercise all the powers of the Company The Directors must exercise their powers in accordance with
- 4 1 1 the strategic objectives of the Company as set out in any Relevant Agreement,
- 4 1 2 current government policy and guidelines,
- 4 1 3 any directions given to the Company and/or the Directors by the Sole Member by way of member's resolution (which shall, in each case, be construed in accordance with the provisions of these Articles), and
- 4 1 4 strategic objectives and internal policy implemented by the Sole Member to the extent that they affect the objectives and operation of the Company, as the same may be notified to the Company from time to time by the Sole Member

5. SOLE MEMBER'S RESERVE POWER AND CONSENT MATTERS

- 5 1 The Sole Member may, by special resolution, direct the Directors to take, or refrain from taking, specified action
- 5 2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution

Consent Matters

- 5 3 Without prejudice to Article 5 1, none of the following actions shall be carried out, undertaken or agreed to by the Company without the prior written consent of the Sole Member (save to the extent that this constitutes an unlawful fetter on the Company's statutory powers)
- 5 3 1 the provision of services in connection with the Business to third parties other than the Commissioners,
- 5 3 2 approving an application for a member other than the Sole Member to become a member of the Company,
- 5 3 3 entering into any contract, liability or commitment (or series of connected contracts liabilities or commitments), or purchasing or acquiring assets with a value, which, unless expressly provided for in the Business Plan approved by the Sole Member, in any case exceeds five per cent (5%) of the aggregate budgeted expenditure of the Company for the relevant financial year.
- 5 3 4 entering into any transaction, paying any management charges (or any other payment whether gratuitous or in consideration of past or future services) or assuming any liability or obligation, in each case for the direct or indirect benefit of any of the Directors (including the entry into of any transaction with a Director or any Connected Person), in each case, otherwise than on arm's length commercial terms,
- 5 3 5 making any amendment or variation to any such transaction or arrangement approved in accordance with Article 5 3 4,
- 5 3 6 entering into any transaction outside the ordinary and proper course of the Business,
- 5 3 7 ceasing to carry on the Business or the carrying on of the Business on any materially reduced scale or the commencement of any new business not being ancillary or incidental to the Business as at the relevant time,
- 5 3 8 a material change to the Business or to the Company's principal place of business otherwise than is envisaged by the Business Plan,
- 5 3 9 creating any borrowings or other indebtedness or obligation in the nature of borrowings (including obligations pursuant to any debenture, bond, note, loan stock or other security and obligations pursuant to finance leases) except
- 5 3 9 1 in respect of any indebtedness to the Sole Member in respect of funding provided by the Sole Member to the Company, or

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- 5 3 9 2 as specifically provided for in any annual budget for the relevant financial year or
- entering into any deferred payment arrangement or securing or discharging any debt or obligation (whether of the Company or any other person)
- 5 3 10 creating or amending any bonus, profit sharing or other financial incentive scheme
- 5 3 11 the distribution of any surplus made by the Company,
- 5 3 12 acquiring, or investing in, another company or business, the incorporation of any subsidiary company, trust or other legal entity or the establishment of any branch office,
- 5 3 13 creating any Encumbrance (or allowing one to subsist) over all or any part of the business, undertaking, property or assets of the Company (including issuing or granting any debentures or other securities) save as may otherwise be agreed pursuant to the terms of any financing approved pursuant to Article 5 3 9,
- 5 3 14 giving any guarantee, indemnity or security in respect of the obligations of any other person,
- 5 3 15 lending any money with or without security or authorising any loans to or providing guarantees in respect of loans to Directors and/or employees of the Company,
- 5 3 16 entering into or participating in any joint venture, legal partnership or other profit-sharing arrangement with any person or making any amendment or variation to any such arrangement,
- 5 3 17 selling, disposing, leasing, exchanging, letting on hire, mortgaging, granting rights in respect of or otherwise disposing of or in any way transferring assets of the Company to a third party,
- 5 3 18 amalgamating, merging, consolidating, selling, transferring or entering into a lease or licence which, in any case, materially alters, or in any other way disposes of, all or a substantial part of the Company's business, undertaking, property or assets, whether by a single transaction or series of transactions related or not,
- 5 3 19 making any change to the Auditors or the accounting reference date,
- 5 3 20 initiating, conducting, settling or abandoning any claim, litigation, arbitration or other proceedings involving the Company or any admission of liability by or on behalf of the Company,
- 5 3 21 approving any proposal for the winding-up or liquidation of the Company save as required by Law,
- 5 3 22 the establishment of and delegation of powers to any committee of the Board
- 5 3 23 appointing or removing any Founding Director, or

5 3 24 in respect of contracts and/or arrangements for the supply of services to the Sole Member ("**Supply Contracts**") in relation to which the Company undertakes a managed services role for and on behalf of the Sole Member, making any changes to the service levels set out in such Supply Contracts where

5 3 24 1 the Company has entered into that Supply Contract as a contracting party, whether with the Sole Member or with a third party, or

5 3 24 2 the Company manages such Supply Contract for and on behalf of the Sole Member,

to the extent that such changes

5 3 24 3 are not initiated by the Sole Member, and

5 3 24 4 are likely to have a significant impact on the Sole Member or on any business of the Sole Member

5 4 Any consent given in relation to a Consent Matter falling within Article 5 3 may be given by the Sole Member as a qualified consent and subject to any conditions that it may prescribe

6. DIRECTORS MAY DELEGATE

6 1 With the exception of any Commissioner Functions which have been delegated to the Company and/or the Directors from the Commissioners (which cannot be further sub-delegated) and subject to these Articles, the Directors may delegate any of the powers which are conferred on them under the Articles and which are not specifically reserved to the Directors only

6 1 1 to such person or committee,

6 1 2 by such means (including by power of attorney),

6 1 3 to such an extent,

6 1 4 in relation to such matters or territories, and

6 1 5 on such terms and conditions,

as they think fit

6 2 If the Directors so specify, any delegation made in accordance with Article 6 1 may authorise further delegation of the Directors' powers by any person to whom they are delegated provided that the provisions of Article 7 are (mutatis mutandis) complied with in relation to any such further delegation

6 3 Any delegation made by the Directors pursuant to this Article 6 shall be reviewed by the Board at least every twelve (12) months, commencing with the first anniversary of the date on which any such delegation was first made

6 4 The Directors may revoke any delegation in whole or part or alter its terms and conditions, subject always to compliance with the provisions of Articles 5 3 and 7

7. COMMITTEES

- 7 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern decision making by Directors (Articles 8 to 17 inclusive)
- 7 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them

DECISION MAKING BY DIRECTORS

8. DIRECTORS' DECISIONS

- 8 1 Subject to the requirements of Article 5 3 and to Article 14, the Directors shall act by
- 8 1 1 a majority decision at a meeting, or
- 8 1 2 a majority decision by a Directors' written resolution adopted in accordance with Article 9
- 8 2 If, and for so long as the Company only has one Director, the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to any of the provisions of these Articles relating to Directors' decision making (Articles 8 to 17 inclusive)

9. DIRECTORS' WRITTEN RESOLUTIONS

- 9 1 Any Director may propose a Directors' written resolution and the Company secretary (if any) must propose a Directors' written resolution if a Director so requests
- 9 2 Subject to Article 9 3, a Directors' written resolution is proposed by giving notice in writing of the proposed resolution to each Director, unless the Director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence
- 9 3 Any Director may waive his entitlement to notice of any proposed Directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the Directors' written resolution
- 9 4 A proposed Directors' written resolution is adopted when a majority of the Eligible Directors have signed one or more copies of it, provided that those Directors would have formed a quorum at a Directors' meeting had the resolution been proposed at such a meeting. Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with these Articles

10. CALLING A DIRECTORS' MEETING

- 10 1 Any Director may call a Directors' meeting by giving at least ten (10) Business Days' notice of the meeting (save in the case of any meeting that is deemed to be an emergency by any Director) to the Directors or by authorising the Company secretary (if any) to give such notice

- 10 2 Notice of any Directors' meeting must
- 10 2 1 indicate
- 10 2 1 1 its proposed date and time.
- 10 2 1 2 where it is to take place, and
- 10 2 1 3 if it is anticipated that Directors Participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting, and
- 10 2 2 be accompanied by an agenda of the business to be transacted and, where practicable, all papers to be considered at the meeting
- 10 3 Subject to Articles 10 2 and 10 4, notice of a Directors' meeting must be given to each Director unless the Director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence. Notice does not need to be in writing. A Director who Participates in a meeting shall be deemed to have received proper notice of the meeting
- 10 4 Any Director may waive his entitlement to notice of any Directors' meeting either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting, or of any business conducted at it
- 11. PARTICIPATION IN DIRECTORS' MEETINGS**
- 11 1 Subject to these Articles, Directors "Participate" in a Directors' meeting, or part of a Directors' meeting, when
- 11 1 1 the meeting has been called and takes place in accordance with these Articles, and
- 11 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 11 2 A meeting of Directors may consist of a conference between Directors some or all of whom are in different places provided that each Director who Participates in the meeting is able
- 11 2 1 to hear each of the other Director's Participating in the meeting, and
- 11 2 2 if he or she so wishes, to address each of the other Participating Directors simultaneously,
- whether directly, by conference telephone or by any other form of communication equipment (whether in use when this Article 11 is adopted or developed subsequently) or by a combination of such methods
- 11 3 A Director shall be treated as present and shall count towards the quorum requirements set out in these Articles if the conditions set out in Article 11 2 are satisfied in respect of that Director
- 11 4 If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever the largest group of Directors is

assembled or, if no such group is readily identifiable at the place from which the Chairman Participates at the start of the meeting

12. QUORUM FOR DIRECTORS' MEETINGS

- 12 1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on, except a proposal to call another meeting
- 12 2 Subject to Article 15, a Directors' meeting shall be quorate where the number of Founding Directors in attendance is greater than the number of Further Directors in attendance, provided that there is at least one Further Director in attendance
- 12 3 If a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the meeting shall be adjourned to a day, time and place that those who are present at the meeting shall agree and shall notify to those Directors who are not present. If at any adjourned meeting which has been reconvened a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the meeting shall be dissolved
- 12 4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision to call a general meeting so as to enable the Sole Member to appoint additional Directors

13. CHAIRING OF DIRECTORS' MEETINGS

- 13 1 The Founding Directors shall have the right to nominate any Director to chair the meetings of the Board. The person so appointed for the time being is known as the "Chairman"
- 13 2 The Founding Directors may terminate the Chairman's appointment at any time by notice in writing (signed by a Founding Director) to the Company at the Company's registered office or at a meeting of the Directors, such termination to take effect immediately. In such notice, the Founding Directors shall appoint an alternative Director to chair the board in the retiring Chairman's place
- 13 3 If
 - 13 3 1 the Founding Directors have not appointed the Chairman, or
 - 13 3 2 the Chairman is not an Eligible Director or is otherwise not able to participate in a Directors' meeting, or
 - 13 3 3 the Chairman is not Participating in a Directors' meeting within thirty (30) minutes of the time at which it was to start,the Founding Directors who are Participating in the meeting shall be entitled to appoint one of their number to act as chairman of that meeting or, if the Founding Directors are not able or are unwilling to make such appointment or the Founding Directors are not Eligible Directors, the Participating Directors shall appoint one of themselves to chair the meeting
- 13 4 If the number of votes for and against a proposal at a meeting of the Directors are equal, the Chairman, or other Director chairing the meeting, shall not have a casting vote

14. VOTING AT DIRECTORS' MEETINGS

- 14 1 A decision is taken at a Directors' meeting by a majority of the votes of the Eligible Directors Participating in the decision at the meeting
- 14 2 Subject to these Articles (including, in particular, Article 15 7), each Director Participating in a decision at a Directors' meeting has one vote

15. CONFLICTS OF INTEREST

- 15 1 Provided that he has disclosed to the other Directors the nature and extent of any interest of his, unless the circumstances referred to in sections 177(5) and 177(6) of the Act apply, in which case no disclosure is required, and subject to Article 15 7, a Director may, notwithstanding his office, be
- 15 1 1 a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
- 15 1 2 a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested (directly or indirectly) in, any body corporate in which the Company is (directly or indirectly) interested,
- 15 1 3 a director or other officer of, or employed or otherwise engaged by, or a party to any transaction or arrangement with, or otherwise (directly or indirectly) interested in, the Sole Member or any person for whom the Sole Member holds the membership of the Company as a nominee or any body corporate in which the Sole Member is (directly or indirectly) interested, and/or
- 15 1 4 involved in putting in place, amending, operating, implementing or supervising the performance of any transaction or arrangement between the Company or any body corporate in which the Company is otherwise (directly or indirectly) interested and the Sole Member or any person for whom the Sole Member holds the membership of the Company as a nominee or any body corporate in which the Sole Member is (directly or indirectly) interested
- 15 2 If a Director has duly declared his interest in a matter of the nature referred to in Article 15 1
- 15 2 1 he shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such undertaking or body corporate,
- 15 2 2 he shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office or employment or any such transaction or arrangement or any interest in any such undertaking or body corporate,
- 15 2 3 he shall not be required to disclose to the Company, or use in performing his duties as a Director any confidential information relating to such office or employment if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with such office or employment

- 15 2 4 subject to Article 15 7, he may absent himself from discussions, whether at meetings of the Directors or otherwise, and exclude himself from information, which will or may relate to such office, employment, transaction, arrangement or interest, and
- 15 2 5 no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- 15 3 For the purposes of this Article 15
- 15 3 1 a Director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer, contractor or employee of or holding any position with the Sole Member or any person for whom the Sole Member holds the membership of the Company as a nominee or any body corporate in which the Sole Member is interested,
- 15 3 2 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,
- 15 3 3 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and
- 15 3 4 all disclosures of interests shall be confirmed in writing to the Sole Member by the disclosing Director at the same time or as soon as possible thereafter as the disclosure is made to the Directors
- 15 4 The Directors may in accordance with the provisions of the Act (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by Law
- 15 4 1 any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties), and
- 15 4 2 a Director to accept or continue in any office, employment or position in addition to his office as a Director and, without prejudice to the generality of Article 15 4 1, may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,
- provided that the authorisation is effective only if
- 15 4 3 any requirement as to the quorum at the meeting at which the matter is considered is met without counting the Director in question or any other Director interested in the same matter, and
- 15 4 4 the matter was agreed to without their voting or would have been agreed to if their votes had not been counted

- 15 5 If a matter, office, employment or position has been authorised by the Directors in accordance with Article 15 4 or is authorised under Article 15 1 or has been approved by the Sole Member pursuant to a members' resolution then (subject to such terms and conditions, if any, as the Directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below)
- 15 5 1 the Director shall not be required to disclose to the Company or use in performing his or her duties as a Director of the Company, any confidential information relating to such matter, or such office, employment or position if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by him in relation to or in connection with such matter, or that office, employment or position,
- 15 5 2 the Director may absent himself from discussions, whether in meetings of the Directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position, and
- 15 5 3 a Director shall not, by reason of his office as a director of the Company, be accountable to the Company for any benefit which he derives from any such matter, or from any such office, employment or position
- 15 6 For the purpose of any meeting (or part of a meeting) held pursuant to Article 15 4 to authorise a Director's conflict, if a quorum pursuant to Article 12 2 cannot be established then those Eligible Directors present (including if there is only one Eligible Director in office other than the conflicted Director(s)) the quorum for such meeting (or part of a meeting) shall, for such matter, be those Eligible Director(s) present
- 15 7 If a matter, office, employment or position has been authorised by the Directors in accordance with Article 15 4 or is authorised under Article 15 1
- 15 7 1 a Founding Director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted, and whether or not he does, his presence at the meeting shall be taken into account in calculating the quorum, and
- 15 7 2 a Further Director who has duly declared his interest (so far as he is required to do so) may not receive any papers, advice or other information in connection with the matter nor vote or count in the quorum at a meeting of the Directors or of a committee of the Directors or on any resolution concerning a matter in which he is interested (directly or indirectly) but he shall be entitled to attend that part of any meeting at which the transaction is discussed, prior to detailed discussions taking place and votes being cast, to put forward any views which he may have. In the event that a quorum pursuant to Article 12 2 cannot be established, in such circumstances those Eligible Directors present who are Founding Directors shall constitute a quorum in respect of such matter
- 15 8 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director (the "**relevant Director**") to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question shall be decided by the Eligible Directors at that meeting, for which purpose the relevant Director is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes

- 15 9 Notwithstanding the duties owed by Directors to the Company, any Founding Director shall be entitled to disclose confidential information of the Company to the Sole Member and provide relevant documents and materials about the Company and discuss its affairs, finance and operation with the Sole Member

16. RECORDS OF DECISIONS TO BE KEPT

- 16 1 The Directors must ensure that the Company keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every decision taken by the Directors
- 16 2 Where decisions are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye

17. [NOT USED]

APPOINTMENT OF DIRECTORS AND DIRECTORS' TERMS OF OFFICE

18. NUMBER OF DIRECTORS AND METHOD OF APPOINTING DIRECTORS

- 18 1 The number of Directors shall be no more than five (5), of which
- 18 1 1 no less than three (3) Directors shall be Founding Directors, and
- 18 1 2 no more than two (2) Directors shall be Further Directors
- 18 2 The Sole Member may in accordance with Article 18 5 appoint the Founding Directors and the first Further Directors
- 18 3 Any Founding Director may at any time be removed from office by the Sole Member in accordance with Article 18 5
- 18 4 Any Further Director may at any time be removed from office by the Directors in accordance with Article 18 5 The Directors may in accordance with Article 18 5 appoint additional Directors to be Further Directors, subject always to Articles 18 1 2 and 18 2
- 18 5 Any appointment or removal of a Director pursuant to this Article 18 must be in writing and signed by or on behalf of the person appointing the Director pursuant to this Article 18 and served on the Sole Member and the Company at the Company's registered office, marked for the attention of the board of Directors or delivered to a duly constituted meeting of the Directors Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as may be specified in such notice
- 18 6 No Founding Director or Further Director may be appointed or removed otherwise than pursuant to this Article 18, save as provided by Law

19 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director as soon as

- 19 1 that person is removed as a Director pursuant to Article 18,
- 19 2 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by Law,
- 19 3 a Bankruptcy order is made against that person,
- 19 4 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts,
- 19 5 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three (3) months,
- 19 6 notice in writing is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms,
- 19 7 both he and any Alternate appointed by him have, for more than six (6) consecutive months been absent without the permission of the other Directors from meetings of Directors held during that period and the Sole Member resolves that he has ceased to be a Director, or
- 19 8 he ceases for whatever reason, to be employed or engaged (as appropriate) by the Sole Member or, if the Director in question is seconded to or employed or engaged by the Company, he ceases for whatever reason, to be seconded to or employed or engaged by the Company (as appropriate)

20. DIRECTORS' REMUNERATION

- 20 1 The Founding Directors shall not be entitled to any remuneration from the Company for their services to the Company as Directors
- 20 2 The Further Directors' remuneration shall be determined by reference to their employment, which shall initially be by HMRC and may subsequently be by the Company

21. DIRECTORS' EXPENSES

Any reasonable expenses which the Directors properly incur in connection with their attendance at

- 21 1 meetings of Directors or committees of Directors,
- 21 2 general meetings, or
- 21 3 otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company,

shall be claimed by the relevant Director from their employer in the course of their employment

22 ALTERNATE DIRECTORS

22 1 Subject to Articles 22 2 to 22 4 (inclusive), any Director (the "**Appointor**") may appoint any other person (including another Director), as an alternate to

22 1 1 exercise the Appointor's powers, and

22 1 2 carry out the Appointor's responsibilities.

in relation to the taking of decisions by the Directors in the absence of the Appointor (such appointed person, the "**Alternate**" or "**Alternate Director**")

22 2 A Founding Director shall only be entitled to appoint

22 2 1 another Founding Director, or

22 2 2 a person whom has a contract of employment with HMRC,

to act as his Alternate Director

22 3 A Further Director shall only be entitled to appoint

22 3 1 another Further Director, or

22 3 2 a person whom has a contract of employment with the Company,

to act as his Alternate Director

22 4 A person may be appointed an Alternate Director by more than one Director save that such Alternate Director cannot be appointed to be, at the same time, an Alternate Director for both a Founding Director and a Further Director

22 5 Any appointment or removal of an Alternate must be effected by notice in writing to the Company and the Sole Member signed by the Appointor. The appointment or removal shall take effect when the notice is received by the Company or on such later date (if any) specified in the notice

22 6 The notice must

22 6 1 identify the proposed Alternate, and

22 6 2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice

22 7 Subject to these Articles, an Alternate Director has the same rights in relation to any decision of the Directors and any meetings of committees of Directors as each of the Alternate's Appointors. In particular, each Alternate Director is entitled to receive notice of all proposed Directors' written resolutions and of all Directors' meetings and meetings of committees of Directors which each of his Appointors is entitled to receive (disregarding, for these purposes, any absence of such Appointor from the United Kingdom), unless the Alternate Director is absent from the United Kingdom and has not given the Company an address to which such notices may be given by electronic means during his absence

- 22 8 Except as these Articles specify otherwise, Alternate Directors
- 22 8 1 are deemed for all purposes to be Directors,
 - 22 8 2 are liable for their own acts and omissions
 - 22 8 3 are subject to the same restrictions as their Appointors, and
 - 22 8 4 are not deemed to be agents of or for their Appointors,
- and, in particular, each Alternate Director shall be entitled to receive notice of all meetings of Directors and all meetings of committees of Directors of which his Appointor is a member
- 22 9 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director
- 22 10 An Alternate Director's appointment as an alternate terminates
- 22 10 1 when the Alternate's Appointor revokes the appointment by notice in writing to the Company and the Sole Member,
 - 22 10 2 on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,
 - 22 10 3 when the appointment as a Director of the Alternate's Appointor terminates,
 - 22 10 4 when the appointment as a Director of the Alternate terminates (where such Alternate is himself a Director), or
 - 22 10 5 when notice in writing is received by the Company from the Alternate Director that he is resigning as an Alternate Director of that Appointor, and such resignation has taken effect in accordance with its terms
- 22 11 A Director who is also an Alternate Director has an additional vote on behalf of each Appointor who is
- 22 11 1 not participating in a Directors' meeting, and
 - 22 11 2 would be an Eligible Director
- 22 12 Subject to Article 22 13, a Director who is also an Alternate Director shall be counted as part of the quorum of the Board on his own account and in respect of the Director for whom he is the Alternate
- 22 13 Subject to these Articles, a person who is an Alternate Director, but is not a Director in his own right, may be counted as Participating for the purposes of determining whether a quorum is Participating in any decision at a Directors' meeting, provided that his Appointor (or one of his Appointors)
- 22 13 1 is not Participating in the decision at the Directors' meeting and
 - 22 13 2 would have been an Eligible Director in relation to the decision if he had been Participating in it

22 14 Subject to these Articles an Alternate Director shall have one vote (in addition to his own vote in his capacity as a Director in his own right, if relevant) on any decision at a Directors' meeting for each of his Appointors who

22 14 1 are not Participating in the decision at the Directors' meeting, and

22 14 2 would have been Eligible Directors in relation to the decision if they had been Participating in it

22 15 An Alternate Director may sign a proposed Directors' written resolution (in addition to signing it in his capacity as a Director in his own right, if relevant) on behalf of each of his Appointors who

22 15 1 have not signed or are not to sign the Directors' written resolution, and

22 15 2 are Eligible Directors in relation to the Directors' written resolution,

provided that (a) the Alternate Director is himself an Eligible Director in relation to the Directors' written resolution and (b) those persons actually signing the Directors' written resolution would have formed a quorum at a Directors' meeting had the resolution been proposed at such a meeting

PART 3: MEMBER

BECOMING AND CEASING TO BE A MEMBER

23. APPLICATIONS FOR MEMBERSHIP

No person shall become a member of the Company unless

23 1 that person has completed an application for membership in a form approved by the Directors,

23 2 the Directors have approved the application, and

23 3 the Sole Member has consented to the application pursuant to Article 5 3

24. TERMINATION OF MEMBERSHIP

24 1 A member may withdraw from membership of the Company by giving seven (7) days' notice to the Company in writing

24 2 Membership is transferable by the Sole Member

24 3 A person's membership terminates when that person dies or ceases to exist unless that membership is held on trust for, or is otherwise held for the benefit of, another person or persons whereupon the trustee shall nominate the person to whom membership will be transferred

PART 4: DECISION MAKING BY THE SOLE MEMBER

25. DECISIONS BY A SOLE MEMBER

- 25 1 At any time when the Company has only one member, any decision which may be taken by the Company in general meeting may be agreed by the Sole Member and shall be valid as if agreed by the Company in general meeting
- 25 2 If the Sole Member takes any decision referred to in Article 25 1, the Sole Member shall (unless such a decision is made by way of a written resolution) provide the Company with a written record of the decision
- 25 3 Failure to comply with Article 25 2 shall not affect the validity of any decision made by the Sole Member and a person dealing with the Company shall not be concerned to inquire whether a written record has been provided to the Company in accordance with Article 25 2

26. WRITTEN RESOLUTIONS

A resolution of the Sole Member may be passed as a written resolution in accordance with chapter 2 of part 13 of the Act

27. CALLING GENERAL MEETINGS

- 27 1 If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or the Sole Member of the Company may call a general meeting
- 27 2 If, and for so long as, the Company has only a single member, such Sole Member shall be entitled at any time to call a general meeting
- 27 3 A member present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called

ORGANISATION OF GENERAL MEETINGS

28. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 28 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 28 2 A person is able to exercise the right to vote at a general meeting when
- 28 2 1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 28 2 2 that person's vote can be taken into account in determining whether or not such resolutions are passed
- 28 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

29. QUORUM FOR GENERAL MEETINGS

No business other than the appointment of the Chairman of the Meeting (as the same is defined in Article 30 3) is to be transacted at a general meeting if the persons attending it do not constitute a quorum

30. CHAIRING GENERAL MEETINGS

30 1 If the Founding Directors have appointed a Chairman in accordance with Article 13, the Chairman shall chair general meetings if present and willing to do so

30 2 If the Founding Directors have not appointed a Chairman in accordance with Article 13, or if the Chairman is unwilling to chair the general meeting or is not present within thirty (30) minutes of the time at which a meeting was due to start

30 2 1 the Founding Directors present, or

30 2 2 if no Founding Directors are present within thirty (30) minutes of the time at which the meeting was due to start, the Directors present at the meeting, or

30 2 3 if no Directors are present within thirty (30) minutes of the time at which the meeting was due to start, a representative of the Sole Member,

must appoint a Director or representative of the Sole Member (as appropriate) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

30 3 The person chairing a general meeting in accordance with this Article is referred to as "the Chairman of the General Meeting"

31. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

31 1 Directors may attend and speak at general meetings, whether or not they are a member

31 2 The Chairman of the General Meeting may permit other persons who are not members of the Company, or otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at a general meeting

32. ADJOURNMENT

32 1 If the persons attending a general meeting within thirty (30) minutes of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the General Meeting must adjourn it. If at such an adjourned meeting the persons attending within thirty (30) minutes of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, the meeting shall be dissolved

32 2 The Chairman of the General Meeting may adjourn a general meeting at which a quorum is present if

32 2 1 the meeting consents to an adjournment or

- 32 2 2 it appears to the Chairman of the General Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 32 3 The Chairman of the General Meeting must adjourn a general meeting if directed to do so by the meeting
- 32 4 When adjourning a general meeting, the Chairman of the General Meeting must
 - 32 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - 32 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 32 5 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of it (that is, excluding the day on which the notice is given and the day of the adjourned meeting)
 - 32 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 32 5 2 in the same manner in which such notice is required to be given and containing the same information which such notice is required to contain
- 32 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

33. VOTING: GENERAL

A resolution put to the vote of a general meeting must be decided on a show of hands. Each member shall have one (1) vote.

34. ERRORS AND DISPUTES

- 34 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 34 2 Any such objection must be referred to the Chairman of the General Meeting whose decision is final

35. CONTENT OF PROXY NOTICES

- 35 1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which
 - 35 1 1 for the avoidance of doubt, states the name and address of the member appointing the proxy,
 - 35 1 2 identifies the person appointed to be that member's proxy and the general meeting or adjourned meeting in relation to which that person is appointed,

- 35 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may otherwise determine,
 - 35 1 4 is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting or adjourned meeting to which it relates, and
 - 35 1 5 is received by the Company no later than forty eight (48) hours (excluding any part of a day that is not a Business Day) before the time appointed for the commencement of the general meeting or adjourned meeting to which the Proxy Notice relates or such later time as the Directors may determine
- 35 2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- 35 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 35 4 Unless a Proxy Notice indicates otherwise, it must be treated as
- 35 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 35 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

36. DELIVERY OF PROXY NOTICES

- 36 1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any Proxy Notice delivered to the Company by or on behalf of that person shall be invalid
- 36 2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given
- 36 3 A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates
- 36 4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Appointor's behalf

37. ATTORNEY OF THE SOLE MEMBER

The Sole Member as a corporation sole, shall be entitled at any time and from time to time to appoint an attorney(s) to act on the Sole Member's behalf in connection with all matters relating to the Sole Member's membership of the Company Accordingly and without limitation

- 37 1 the Sole Member shall for the purposes of these Articles, be deemed to be present in person at any such meeting if any such attorney is present at it, and all references to attendance and voting in person shall be construed accordingly,
- 37 2 the Sole Member shall supply copies of current powers of attorney and any copies of any revocations of powers of attorney to the Directors, and
- 37 3 a vote given by such attorney at a general meeting or adjourned meeting or a signature to a written resolution shall be valid even though his authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting or signature of that written resolution

38. AMENDMENTS TO RESOLUTIONS

- 38 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
 - 38 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty eight (48) hours before the meeting is to take place (or such later time as the Chairman of the General Meeting may determine), and
 - 38 1 2 the proposed amendment does not, in the reasonable opinion of the Chairman of the General Meeting, materially alter the scope of the resolution
- 38 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
 - 38 2 1 the Chairman of the General Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 38 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 38 3 If the Chairman of the General Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the General Meeting's error does not invalidate the vote on that resolution

PART 5: ADMINISTRATIVE ARRANGEMENTS

39. NOTICES AND COMMUNICATION

- 39 1 Any notice, Document or information shall be in writing and the following table sets out the method by which notices may be served and the respective deemed time and proof of service All references to time are to local time in the place of deemed receipt

Manner of Delivery	Deemed time of delivery	Proof of Service
Email (subject to Article 39.3)	9 00am on the first Business Day after sending	Dispatched in an emailed pdf form to the correct e-mail address without any error message
Personal delivery	On delivery, provided that delivery is between 9 00am and 5 00pm on a Business Day. Otherwise, delivery will occur at 9 00am on the same Business Day (if delivery before 9 00am) or 9 00am on the next Business Day (if after 5 00pm)	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Recorded delivery or other service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9 00am and 5 00pm on a Business Day. Otherwise, delivery will occur at 9 00am on the same Business Day (if delivery before 9 00am) or on the next Business Day (if after 5 00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt
Prepaid international air postal service with a requirement for signature on delivery	At the time recorded by the delivery service, provided that delivery is between 9 00am and 5 00pm on a Business Day. Otherwise, delivery will occur at 9 00am on the same Business Day (if delivery before 9 00am) or 9 00am on the next Business Day (if after 5 00pm)	Properly addressed, prepaid and delivered as evidenced by signature of a delivery receipt

- 39.2 Any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being
- 39.3 Any notices served under these Articles may be served by email (unless these Articles specify otherwise)
- 39.4 The Company shall forthwith supply to the Sole Member a copy of any notice which may be given to or served on it in accordance with these Articles other than any notice which is served by the Sole Member

39 5 Any notice to be given to the Sole Member shall also be copied (in hard copy and by e-mail) to such person as shall from time to time be notified to the Company in writing by the Sole Member

39 6 Nothing in this Article 39 shall affect any provision of the Companies Acts requiring notices or Documents to be served, sent or supplied in a particular way

40. RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

The Sole Member has the right to inspect any of the Company's accounting or other records or Documents and the Company shall promptly provide the Sole Member with such financial and other information relating to the Company in such form as the Sole Member may from time to time request

41. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director or former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

DIRECTORS' INDEMNITY AND INSURANCE

42. INDEMNITY

42 1 Subject to Article 42 2, a Relevant Director of the Company may be indemnified out of the Company's assets against

42 1 1 any costs, charges, losses expenses and liabilities incurred by that Director in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as Director, relief from any liability for negligence, default, breach of duty or breach of trust in the Company's affairs, and

42 1 2 any costs, charges, losses expenses and liabilities incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act)

42 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of Law

43. INSURANCE

43 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company for the benefit of any Relevant Director in respect of any relevant loss

43 2 In this Article 43, a "relevant loss" means any loss or liability which has been or may be incurred by a Relevant Director in connection with the execution of that Director's duties or powers in relation to the Company or any pension fund of the Company

44. WINDING UP

- 44.1 If upon the winding up or dissolution of the Company there is any property remaining after the satisfaction of all of its debts and liabilities it shall be paid to or distributed to the Sole Member